

EXHIBIT F



January 13, 2025

VIA CERTIFIED MAIL, and EMAIL, (jhage@charterschoolsusa.org)

Jon Hage
Chairman, Chief Executive Officer
Charter Schools USA
800 Corporate Drive Suite 700
Ft. Lauderdale, FL 33334

RE: Breach of Management Agreement – Notice to Cure

Dear Jon:

I am writing this letter on behalf of Berkeley Charter Education Association, Inc. ("BCEA") to provide specific notice of breach to Charter Schools USA at Berkeley, LLC, for each of the two schools we operate together, Mevers School of Excellence and Berkeley Preparatory Academy ("Mevers," "BPA," and "the Schools," respectively). By and through this letter, BCEA demands cooperation from CSUSA and conformance with this letter, or else BCEA will proceed to terminate both Management Agreements.

Charter Amendment Based on New Policy

As set forth in my previous correspondence dated August 12, 2024, and November 26, 2024, the Board has adopted a School Administrator Personnel Policy, which is enclosed for convenient reference with this letter ("the Policy"), based upon the failure of CSUSA to consistently attract and retain school leadership for both Schools. I will not repeat the numerous problems that we have had, but will remind you that there have been four school administrators in four years at BPA, and five school administrators in seven years at Mevers. The Board has ultimately concluded that the welfare of students is at risk due to the current contractual structure, and CSUSA's failure in performance under that structure. Upon implementation of the Policy, the principal of each school (called the "School Administrator" in the Management Agreement) will be an employee of the Board, and will work with the Board and CSUSA to administer the services under the Management Agreement. This does not preclude CSUSA from having some agreed-upon executive in each school that takes on a leadership/liaison role.

The Policy has been incorporated by agreement of the Sponsor, Charter Institute at Erskine, and both Schools, and amendment of the Charters for each school. Reference is made to the letter documenting this amendment, dated November 21, 2024, which is enclosed with this letter for your reference. The Charters for each school have been amended to state that "the school leaders at Mevers School of Excellence and Berkeley Preparatory Academy are directly employed by the school's board," i.e. BCEA.

The Management Agreements

The Management Agreements for the two Schools are the same as it relates to the issues raised by this letter, and I will refer to them both as the “Management Agreement.” The Management Agreement makes the Charter between Sponsor and School the ultimate authority for the operation of the School and refers to the Charter throughout as the “Charter Contract.” The adoption of the Policy, and its status as a Charter amendment with the Sponsor, causes the Management Agreements to conform to the requirements of the Charter. The Management Agreement provisions below, read together, have the effect of modifying the Management Agreement:

- “CSUSA shall be responsible and accountable to the Board for the operation and performance of the Charter School in accordance with the Charter Contract.” (Article III.A).
- “There is nothing in the Agreement which shall delegate the ultimate authority of the Charter School.” (Article III.A).
- “This Agreement is intended to conform to the obligations and requirements of the Charter School Contract between Charter School and Sponsor, and this Agreement is hereby modified to incorporate or alter any provision required to accomplish that purpose. As so modified, this Agreement constitutes the entire agreement of the parties.” (Article XI.D).
- “The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter Contract.” (Article XI.L).

Notice to Cure

The Board has attempted to implement this change peaceably and with minimal disruption. However, both of your communications addressing this issue (dated September 5 and December 18, 2024) completely swept aside the concerns of the Board, offering no adequate explanations for CSUSA’s past performance, nor any proposed alternative solutions or changes. Your December 18th letter sweeps aside the welfare of students as a “transparent ruse,” rather than what it is: the **central value that animates every decision of the Board.**

Finally, your letters take no account of the supremacy of the Charter, but rather takes the position that the Management Agreement overrides any possible duly enacted policy of the Board, and any possible amendment of the Charter. This is simply not the case under South Carolina law, nor under the express terms of the Management Agreement; indeed, the Management Agreement reads: “There is nothing in the Agreement which shall delegate the ultimate authority of the Charter School.” (Article III.A)

The current state of affairs cannot continue. The Board must accomplish its planning and hiring for the upcoming school year. BCEA hereby gives CSUSUA notice pursuant to Article VII.A.5 of the Management Agreement that CSUSA’s failure to cooperate with the Policy and the Charter amendment is a breach of the Management Agreement, and must be cured within sixty (60) days. The Board expects cure in the form of a satisfactory response to this letter that CSUSA will comply and cooperate in the transition. If we do not receive such adequate assurances, the Board will proceed under Article VII.B with the termination of the Management Agreement (for both Schools), to be effective June 30, 2025. In that case (which is hopefully to be avoided), the Board will plan to transition to the operation of the Schools without CSUSA for the school year commencing July 1, 2025.

Reference is made to my separate letter dated October 11, 2024, detailing other breaches of the Management Agreement relating to lost federal funding and reimbursement caused by CSUSA. The Board reserves all rights under that breach notice, as well as any previous notices that have been given and other matters of dispute or performance between the parties. This letter is limited specifically to the notice to cure on the issue of the employment of the School Administrator.

It is my hope that CSUSA takes this notice seriously and brings its operations into conformance with the new Policy. As always, we are willing to speak with you or meet with you in an effort to aid communication and cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stewart", with a long horizontal flourish extending to the right.

Stewart Weinberg, Ph.D.

President, Berkeley Charter Education Association